

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF TEXAS

CORPUS CHRISTI DIVISION

GULF MARINE FABRICATORS, LP

VERSUS

THE ATP INNOVATOR, bearing IMO No. 742, her tackle, furniture, apparel, appurtenances, etc., *in rem*, AMERINDO SERVICES LTD., *in personam*, and *BLUE SKY LANGSA LTD, in personam*

CIVIL ACTION NO. 2:16-cv-00430

IN ADMIRALTY,
F.R.C.P. 9(h) AND RULE C

**STATEMENT OF UNCONTESTED MATERIAL FACTS IN SUPPORT OF
MOTION FOR PARTIAL SUMMARY JUDGMENT
BY GULF MARINE FABRICATORS, LP**

MAY IT PLEASE THE COURT:

Gulf Marine Fabricators, LP, offers the following Statement of Uncontested Material Facts pursuant to Fed. R. Civ. P. 56.

1. Amerindo was and is the registered owner of the ATP INNOVATOR, bearing IMO Number 742 and Official No. 575567 (hereinafter “INNOVATOR”).¹

2. At all material times, the INNOVATOR was and still is a floating oil production rig, documented in the United States of America.²

3. Amerindo and Blue Sky, as owner and operator of the INNOVATOR, entered into a Layberth Agreement with Gulf Marine dated December 18, 2015 (the “Agreement”), pursuant to which Gulf Marine provided various services and/or personnel for the INNOVATOR, including but not limited to berthing and dockage, mooring services,

¹ R. Doc. 25, p. 2.

² R. Doc. 21, p. 2; R. Doc. 25, p. 2

horsepower, utilities and personnel while the INNOVATOR lay afloat at Gulf Marine's facility in Aransas Pass, Texas.³

4. In addition to dockage services, Gulf Marine provided the following services and marine equipment to the INNOVATOR: (1) monthly spacer barge; (2) shore power; (3) equipment, including cranes and forklifts; (4) daily inspection; and (5) maintenance.⁴

5. Exhibit A to the Agreement outlined the schedule of fees that Amerindo and Blue Sky agreed to pay Gulf Marine.⁵

6. Amerindo and Blue Sky agreed to pay Gulf Marine a monthly layberth fee of \$55,000, as well as additional costs associated with the mooring and berthing of the INNOVATOR at Gulf Marine's facility and services and equipment provided to the INNOVATOR by Gulf Marine.⁶

7. From November 2015 through present, in accordance with the terms of the Agreement, Gulf Marine invoiced Amerindo and Blue Sky for layberth fees as well as other services and equipment provided to the INNOVATOR.⁷

8. Pursuant to Section 8 of the Agreement, invoices were submitted to Amerindo and Blue Sky in a timely manner.⁸

9. The following invoices and invoice amounts were submitted to Amerindo and Blue Sky:⁹

<u>Invoice #</u>	<u>Invoice Amount</u>
00003	\$78,363.20

³ Declaration of Todd Ladd, attached as Exhibit 1.

⁴ *Id.*

⁵ *Id.*

⁶ *Id.*

⁷ *See* Exh. 1, Ladd Declaration.

⁸ *Id.*

⁹ *See* Invoices, attached *in globo*, Exh. B to Ladd Declaration.

00003	(\$21,402.23)
00004	\$60,500.00
00005	\$28,342.45
00006	\$55,000.00
00007	\$20,570.16
00008	\$55,000.00
00009	\$55,000.00
00010	\$19,481.48
00011	\$55,000.00
00012	\$4,437.48
00013	\$19,621.00
00015	\$30,007.66
00016	\$55,000.00
00017	\$18,138.98
00018	\$55,000.00
00019	\$20,112.73
00020	\$55,000.00
00021	\$19,430.81
00022	\$55,000.00
00023	\$19,298.21
00024	\$55,000.00
00025	\$18,444.58
00026	\$55,000.00
00027	\$18,168.26
00028	\$55,000.00
00029	\$18,723.76
00030	\$55,000.00
00031	\$19,886.44
00032	\$55,000.00
00033	\$19,077.45
00034	\$55,000.00

00035	\$19,121.27
TOTAL	\$1,200,323.69

10. All of these invoices are past due and remain unpaid.¹⁰

11. In total, Amerindo and Blue Sky owe Gulf Marine \$1,200,323.69 in unpaid layberth fees and for other services and equipment provided, which amount Amerindo and Blue Sky have failed to pay.¹¹

12. The above figure continues to accrue daily, and does not include interest, attorney's fees or costs of suit incurred by Gulf Marine.¹²

13. To date, Amerindo and Blue Sky have failed to remove the INNOVATOR from Gulf Marine's facility.¹³

14. On June 22, 2016, Gulf Marine put Amerindo and Blue Sky on formal written notice of default under the Agreement for failing to pay amounts due.

16. On August 19, 2016, Gulf Marine filed a Notice of Claim of Lien on the INNOVATOR with the National Vessel Documentation Center and served a copy of the Notice on Amerindo and Blue Sky.¹⁴

17. However, even with this Notice of Claim of Lien and repeated demands by Gulf Marine for payment, Amerindo and Blue Sky still failed to pay the amounts owed under the Agreement.¹⁵

¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.*

¹³ *Id.*

¹⁴ *See* Notice of Claim of Lien, Exh. C. to Ladd Declaration.

¹⁵ Ladd Declaration, Exh. 1.

Respectfully submitted,

/s/ Lara D. Pringle

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CERTIFICATE OF SERVICE

I hereby certify that on the 31st day of March, 2017, a copy of the foregoing was filed electronically with the Clerk of Court using the CM/ECF system. Notice of this filing will be sent to all counsel of record by operation of the court's electronic filing system. I also certify that I have mailed this filing by United States Postal Service to any non-CM/ECF participants.

/s/ Lara D. Pringle